



STAKER | PARSON
C O M P A N I E S

DBA Hales Sand and Gravel

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To:	Ephraim City	Contact:	
Address:	5 South Main	Phone:	435-283-4631
	Ephraim, UT 84627	Fax:	435-283-4867
Project Name:	EPhraim City Chip Seal '15	Bid Number:	
Project Location:		Bid Date:	7/30/2015

Staker & Parson Companies may withdraw this proposal, unless written acceptance is received from buyer within 15 days of proposal date. This proposal is subject to a fuel surcharge. The Bench Mark Price for diesel fuel the week of this proposal is \$2.47 per gallon. Bid Proposal Estimator: Layne Torgerson

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	1	Type II Chip Seal City Streets	80,000.00	SY	\$2.40	\$192,000.00

Total Bid Price: \$192,000.00

Notes:

- Exclusions: Unless otherwise noted, price excludes bonds, permits, licenses, fees, testing, engineering, traffic control, saw cutting, sterilant, striping and prime coat.
- Bid is based on one mobilization per crew. If additional mobs are required, there will be an additional charge of \$ 1000.00 ea.
- Subgrade is to be within + or - .1 of a foot, no material to be added or removed.
- *** BID AND WORK CONTRACT ***

In consideration of the mutual promises set forth herein, Staker Paving and Construction Company, Inc., with principal offices located at 1730 North Beck Street, Salt Lake City, Utah (hereinafter referred to as "Staker") and the undersigned, whose full name and address appear above, (hereinafter referred to as "Buyer") hereby agree as follows:

1. DESCRIPTION OF WORK*. Staker will furnish the described materials to the job site designated above and provide the described labor (the material and the labor collectively hereinafter referred to as "the work"):

*To the extent the described work is detailed in Plans and Specifications, such must be provided to Staker before the contract is negotiated. Any changes to the original Plans and Specifications used to prepare this contract may necessitate a change in the contract price and Buyer hereby agrees to execute all necessary change orders outlining the changed work and prices as submitted by Staker.

2. CONTRACT PRICE: To the extent that the above is specified as a unit or square foot price, it is agreed that the number of units or square feet indicated is an approximation. Staker shall be paid for the actual number of units or squarefeet completed as determined by field measurement. The price stated is also based on Staker's ability to purchase required materials, in particular asphalt oil, for \$550.00 per ton (AC 10) F.O.B., Salt Lake City, Utah. Any increase in the price, including freight and taxes, which Staker must pay for said materials, will be passed on to and paid for by Buyer.

- 3. TERMS OF PAYMENT: Buyer shall pay Staker in full at Staker's office in Salt Lake within fifteen (15) days following the date of Staker's invoices, without retention regardless of the final completion date of the work. In the event that payment is not made to Staker as provided herein, Staker shall be entitled to all of its costs, including attorney's fees and lien fees, in connection with the enforcement of its rights under this contract, whether or not legal proceedings are instituted. In addition, Staker shall be entitled to interest on all past due accounts under this contract, which interest shall accrue at the rate of 18% per annum (1 1/2.% per month) from the date payment is due until payment is received by Staker, whether before or after judgment.

4. CLAIMS OR DEFECTS: Written notice of any alleged claim or defect must be given to Staker at its address shown above not later than five (5) days after the completion of the work under this contract by Staker. Failure to give written notice as herein provided shall be and constitute a waiver of any such alleged defects or claims. Staker's sole and exclusive liability shall be to repair, replace or upon mutual agreement to credit Buyer's account for defective material. If repair or replacement is made, Staker shall have a reasonable time to make such repair or replacement.

- IN NO EVENT SHALL STAKER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH HEREOF, INCLUDING BUT NOT LIMITED TO, LOSS OF GOODWILL, LOSS OF PROFITS OR USE. STAKER PAVING AND CONSTRUCTION COMPANY, INC.

5. PROSECUTION OF WORK: It is contemplated by the parties that the work specified in this contract shall be completed by this date: REGULAR ASPHALT PAVING SEASON 2014.

. At its option, Staker may decline to perform any part of the work which, through no fault of Staker, is to be completed beyond this date. In addition, Staker shall not be responsible for any delays in performing the work due to labor disputes, weather, shortages in material, equipment or labor, acts of God or any other cause beyond its control. In the event of a delay beyond Staker's control, and to the extent reasonably possible, Staker shall complete the work at the next available opportunity. In the event Staker elects not to perform any further work beyond the above specified date pursuant to the terms provided herein, Staker shall be paid for all work performed prior to the said date and shall otherwise be fully relieved of all of its duties and responsibilities under the terms of this contract.

- 6. PROPERTY DAMAGE: Buyer shall be responsible to direct Staker employees as to proper ingress and egress of the property. To the extent that such direction is followed or that no direction is given, Staker shall not be responsible for any damage to the property where the work is being performed, including damage to curbs, gutters and sidewalks.

7. MISCELLANEOUS PROVISIONS:

a. No cost for bonds, permits, licenses, fees, testing, engineering, traffic control, saw cutting, sterilant, striping or prime coat are included in this contract unless specifically indicated in Paragraph 1 above.

b. Buyer specifically represents and warrants that either Buyer is the owner of the Premises where the work is to be performed, or, in the alternative, Buyer has written authorization from the owner of the Premises authorizing the work to be performed on the said Premises.

c. Staker assumes no risk for non-disclosed or unforeseen conditions of the project site, including but not limited to, hazardous waste, soft subgrade of water table problems.

d. This contract is the entire agreement of the parties and no changes or additions to this contract shall be made except in writing signed by both parties.

e. This contract shall be construed in accordance with the laws of the State of Utah.

f. This contract shall be binding on the heirs, successors or assigns of the parties hereto.

g. THIS CONTRACT IS NOT BINDING UNTIL APPROVED BY STAKER'S CREDIT DEPARTMENT. Buyer agrees to furnish acompleted Credit Application to Staker prior to or at the execution of this contract.

- FUEL SURCHARGE: Due to unstable energy prices, this contract is subject to a fuel surcharge per ton for all materials included in the contract. Buyer agrees, increases or decreases to fuel costs above or below the listed Bench Mark Price, as stated in this proposal, is cause for adjustment to the contract. See the following table.

Fuel Surcharge per ton for increases above or below the Bench Mark Price.

FUEL INCREASE	AGG'S PER TON	ASPHALT PER TON
\$3.1501 TO \$3.2999	\$0.05	\$0.20
\$3.3000 TO \$3.4499	\$0.10	\$0.40
\$3.4500 TO \$3.5999	\$0.15	\$0.60
\$3.6000 TO \$3.7499	\$0.20	\$0.80
\$3.7500 TO \$3.8999	\$0.25	\$1.00
\$3.9000 TO \$4.0499	\$0.30	\$1.20
\$4.0500 TO \$4.1999	\$0.35	\$1.40
\$4.2000 TO \$4.3499	\$0.40	\$1.60
For each \$0.1499 increase or decrease	\$0.05	\$0.20

The Bench Mark Price is based on the average retail price of No.2 Diesel Fuel listed at http://tonto.eia.doe.gov/oog/info/wohdp/printer_friendly_version.asp Rocky Mountain Region (PADD 4). This contract includes .006 tons per s.f./ inch for aggregates, and .0065 tons per s.f./ inch for asphalt materials. If lump sum, this contract includes

_____tons of aggregates, and
_____tons of asphalt.

Surcharge based on .881 gal per ton aggregates and 2.13 gal per ton asphalt.

- This job is bid using warm mix (Enviromental Friendly) unless otherwise specified.

Payment Terms:

As per the preceding Bid and Work Contract .

Please include your Social Security Number.

PERSONAL GUARANTEE

I/we unconditionally and individually guarantee the performance of the Buyer under the terms and conditions of the above contract.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Staker Parson Co. DBA Hales Sand And Gravel</p> <p>Authorized Signature: _____</p> <p>Estimator: Layne Torgerson</p>
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